

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAIL EUROPE, INC.		12/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Rail Distribution Systems SAS		
Street Address:	2, place de la Defense		
Internal Address:	CNIT 1- BP 440		
City:	Paris		
State/Country:	FRANCE		
Postal Code:	92053		
Entity Type:	CORPORATION: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1779842	EURONET	
CORRESPONDENCE DATA			
Fax Number:	6036682970		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	603-668-6560		
Email:	mwalsh@gtp.com		
Correspondent Name:	Grossman, Tucker, Perreault & Pflieger		
Address Line 1:	55 South Commercial St.		
Address Line 4:	Manchester, NEW HAMPSHIRE 03101		
ATTORNEY DOCKET NUMBER:	REGTM118US		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

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Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Teresa c. Tucker

Signature:

/tct/

Date:

06/25/2013

**Total Attachments: 8**

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**RDS**  
**And**  
**RE Inc.**

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**AGREEMENT**  
**RELATING TO THE**  
**EURONET PLATFORM**

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This agreement (the "Agreement") is made and entered into on December, 30<sup>th</sup> 2011 ("Effective Date") by and between:

- (1) **Rail Distribution Systems SAS**, a French *Société par actions simplifiée*, whose registered office is located at 2, place de la Défense - CNIT 1 - BP 440, 92053 Paris La Défense incorporated with the Registry of Commerce and Companies of Nanterre RCS 538 372 764, represented by Yves Tyrode, in its capacity of President

("RDS")

And

- (2) **Rail Europe Inc**, hereinafter referred to as "RE Inc. " which is a privately owned company, organized under the laws of Delaware, USA, and is located at 44 South Broadway, White Plains, NY 10601, U.S.A., represented by Frédéric Langlois, President and Chief Executive Officer,

("RE Inc.")

Euronet and RE Inc. are individually referred to as "Party" and collectively as "Parties".

## BACKGROUND

RE Inc. is a company shared between SBB (12%) and French Rail Inc. (88%), a wholly owned subsidiary of SNCF Group.

RE Inc. is the owner of a rail tickets distribution platform called Euronet and is in charge of the hosting, running and maintenance of such platform which is used by RE Inc. and the other distribution companies called Rail Europe (the "RE Users"): RE4A being the rail tickets distributors of the SNCF group (50%) and SBB (50%), REC and REL being the rail tickets distributors of the SNCF group. REI has internally developed the Platform. Since that time, REI has used Euronet in its business activities of issuing rail tickets to customers for transportation and travel in Europe. REI is not regularly engaged in the business of making retail sales of software like the Euronet platform.

SNCF and SBB have jointly conducted a strategic review regarding the future of the Euronet platform, in particular on an IT and business perspective.

Following this review, they suggested an internal reorganisation:

- (i) RE Inc. shall transfer the ownership of the Platform to another joint venture, Rail Distribution Systems RDS (SAS), to be incorporated jointly by SBB and SVD with the same sharing than REInc (88% SVD, a wholly owned subsidiary of SNCF Group and 12% SBB) and for the only purpose to sell services regarding the Platform (not to sell the Platform as a software) ; and
- (ii) VSC-T, the IT subsidiary of SNCF, shall be the service provider as it meets the above mentioned criteria and will be able to guaranty a reduction of the costs for the RE users.

As the sale of the platform at a market price and the decrease of the operating costs were in RE Inc.'s interest, the Board of Directors decided on May 6, 2011 to approve the migration project and thus to sell the Euronet Platform to RDS.

(the "Project").

Respectively on July, 7<sup>th</sup> 2011, SVD and RE Inc. have concluded an memorandum of understanding (the "Preliminary Agreement"), to record the main principles of their agreement with respect to the transfer of the ownership of the Platform to RDS and to allow the commencement of certain transition activities.

Following negotiations held since the signature of the Preliminary Agreement, the Parties have agreed to enter into this Agreement for the assignment by RE Inc. to RDS of the Euronet platform and the performance by RE Inc. of certain transition activities, subject to the terms and conditions contained herein.

## 1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires, capitalized terms, singular or plural, shall have the meaning ascribed to them below:

**Acceptance:** written acknowledgement by RDS, VSC-T and RE Inc, as described in Schedule 7, that the Transition Services is made fully or partly, in accordance with criterias such as those which can be extracted from the Transition Services described in Schedule 2.

**Affiliate:** with respect to any Party thereto, any entity controlling, controlled by or under common control with such Party, within the meaning set out in Article 233-3 of French Commercial Code;

**Charges:** the fees payable by RDS to RE Inc. for the assignment of the Platform and the provision of the Transition Services, as set out in Section 12;

**Confidential Information:** information, in any medium or format (written, oral, visual or electronic), which, in the case of information in documentary form is marked Confidential Information by the disclosing Party, and in the case of information not in documentary form, is identified as confidential in writing to the receiving Party before or at the time of or within twenty (20) days after such disclosure, or which according to a good faith judgement of a reasonable ordinary person would be considered to be a confidential information, which relates to either Party' business, affairs, products, developments, trade secrets, know-how, personnel, Affiliates, customers and providers and/or any information which may reasonably be regarded as the confidential information of such Party, and which is directly or indirectly disclosed or made available in any manner whatsoever, by either Party or any of its Affiliates to the other Party or any of its Affiliates in the course of the Transition Services. For the avoidance of doubt, the subject matter and content of this Agreement shall be considered as Confidential Information, except to the extent necessary in order to obtain the enforcement of the Agreement.

**Documentation:** any documentation in both hard and soft copy forms related to the Platform and the Transition Services, including, without limitation, the Specifications, the Transition Deliverables, user manuals, systems manuals, operating manuals, programming manuals and set up or installation guides;

**Handover Date:** the date on which the Platform has been transferred to RDS and the Transferred Activities have been completely and orderly transferred to RDS and/or VSC-T after completion of the Transition Services and as memorialized by an Acceptance certificate;

**Intellectual Property Rights:** any right in and in relation to work of the mind, including but not limited to inventions/patents, copyrights, trade marks (especially the trademark "EURONET", registered by RE Inc in the United States of America under the number 1 779 842 in class 39), authors' rights, domain names, drawings, logos, plans, any sort of data, technical notes, prototypes, processes, methods, algorithms, any technical-related documentation, registered designs and other designs, service marks, utility model, databases, topography, trade secrets, confidential information, know-how, trade or business names and all related goodwill, applications for registration for any such rights as may exist anywhere in the world, and the right to make such applications;

**Open Source Software:** software that is distributed under a licence which is considered either by the Free Software Foundation as a free software licence or by the Open Source Initiative as an open source software licence ;

**Platform:** all components, including, without limitation, materials, tools, firmware, data, Platform Software and Source Code constituting and/or included in the Platform and any related Documentation. The Platform is described in Schedule 1 "Description of the Platform" attached hereto;

8. **GOVERNANCE AND REPORTING**

- 8.1 The Parties will ensure that they meet at such intervals as the Parties may determine and/or upon any Party's request, to discuss the progress being made in relation to the performance of the Agreement and any disagreements which may arise.
- 8.2 In particular, the Parties shall participate to the governance and reporting procedures set up for the Project as set out in Schedule 6 "Governance & Escalation" in respect of all day-to-day and strategic matters relating to the Project.

9. **ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS ON THE PLATFORM**

- 9.1 As from the Effective Date, RE Inc. irrevocably assigns to RDS with no additional charges (i.e. the financial price of such assignment being included in the Charges) all rights, title and interest (including Intellectual Property Rights and related know-how) in and to the Platform, for the duration of protection of such Intellectual Property Rights under applicable law and for the entire world, including, without limitation:
- (i.) the right to reproduce, including the right to digitize, reproduce the whole or part of the Platform in any form and format (whether known at present or to be discovered in the future), on any analogical or digital media, by any process whether known at present or to be discovered in the future, in any language, and to make or have made any original or copies;
  - (ii.) the right to use the Platform, in whole or in part, in any language and in any country, by any process inherent in said rights of use, on its own and/or on any third party behalf;
  - (iii.) the right to distribute in whole or in part the Platform, which shall include, without limitation, with or without consideration, the right to sell, loan, license, rent, distribute, download in any language and by any means whether known at present or to be discovered in the future;
  - (iv.) the right to modify, adapt, improve, correct, integrate, translate in any form and presentation all or part of the Platform, in any form and format (whether known at present or to be discovered in the future) and in any language including the right to upgrade by adding or removing;
  - (v.) all sui generis rights applying to databases that may be included in the Platform.
- 9.2 RDS shall have the sole right to obtain, hold and renew, in its own name and/or for its own benefit patents, copyrights, registrations and other appropriate Intellectual Property Rights or other protections.

- 9.3 In relation to any Third Party Software that may be embedded within the Platform, RE Inc. grants to RDS with no additional charges (i.e. the price of such assignment being included in the Charges) for the duration of protection of such Intellectual Property Rights under applicable law and for the entire world, a non-exclusive licence to use, copy, modify, enhance and maintain such material for the sole purpose of and only to the extent necessary to fully enjoy the Platform (including the right to sub-licence such material for the sole purpose of and only to the extent necessary for fully enjoying the Platform).
- 9.4 In order to allow RE Inc. to perform the Transferred Activities from the date of the effective transfer of property of the Platform to the Handover Date, RDS grants to RE Inc. a worldwide, royalty-free, non-exclusive licence, for the duration of the Transition Services, to use, copy, modify, enhance and maintain the Platform for the sole purpose of and only to the extent necessary to perform the Transferred Activities.
- 9.5 RE Inc. shall notify RDS of any Open Source Software embedded in the Platform.

#### 10. INFRINGEMENT WARRANTY

- 10.1 RE Inc. represents and warrants that it is the legitimate owner of the Platform and/or a legitimate licensee of Third Party Software required in order to comply with its obligations under this Agreement.
- 10.2 If a third party makes a claim against RDS (“Indemnitee”) that any item supplied by RE Inc. (“Indemnitor”) in connection with this Agreement (in particular the Platform in whole or in part or any Transition Deliverables) infringes an Intellectual Property Right of the said third party, the Indemnitor shall indemnify and keep indemnified the Indemnitee against such claim of the third party (the “IP Claim”), and shall pay any damages finally awarded against the Indemnitee by a court of competent jurisdiction or agreed to in a written settlement agreement signed by the Indemnitor arising out of such IP Claim together with any expenses incurred by the Indemnitee (including court expenses and reasonable attorney fees).
- 10.3 The above warranty is subject to the following conditions:
- (i) the IP Claim does not arise from an item supplied by the Indemnitee;
  - (ii) Indemnitee promptly notifies Indemnitor in writing after Indemnitee’s receipt of notification of a potential claim;
  - (iii) Indemnitor is afforded sole control of the defence of such claim and all related settlement negotiations; and
  - (iv) Indemnitee provides Indemnitor with the assistance, information and authority necessary to perform Indemnitor’s obligations under this Section.



19. **SEVERABILITY**

- 19.1 If any provision of this Agreement is determined to be partially void or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it will be void or unenforceable to that extent only and the validity and enforceability of any of the other provisions or the remainder of any such provision will not to be affected.
- 19.2 If any clause is rendered void or unenforceable, whether wholly or in part, the Parties will endeavour, without delay and in good faith discussions to attain the economic and/or other intended result in another legally permissible manner.

20. **ENTIRE AGREEMENT**

- 20.1 This Agreement constitutes the entire understanding between the Parties relating to the subject matter of this Agreement and supersedes all prior representations, writings, negotiations or understandings relating to the subject matter of this Agreement. In particular, the Preliminary Agreement is replaced by this Agreement.
- 20.2 No modification of this Agreement will be effective unless made in writing and signed by duly authorized representative of the relevant Parties.

21. **WAIVER**

Failure by either Party to enforce any provision of the Agreement, whether permanently or temporarily, shall under no circumstance be construed as a waiver of the rights of the said Party under the same provision.

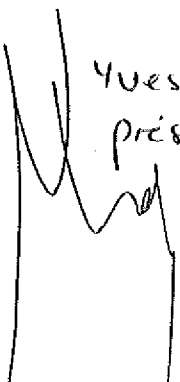
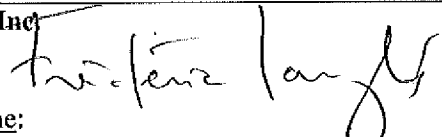
22. **GOVERNING LAW AND DISPUTE RESOLUTION**

- 22.1 This Agreement entered into pursuant to its terms is governed by, and construed in accordance with the laws of France, irrespective of their conflict of laws rules.
- 22.2 Any dispute arising hereunder shall be first attempted to be resolved between RDS and RE Inc.. If RDS and RE Inc. are unable to resolve any such dispute, then it shall be referred to final arbitration proceedings in accordance with the rules of arbitration of the International Chamber of Commerce of Paris. The site for arbitration shall be Paris - France, notwithstanding the right of each Party to exercise injunctive relief and interim measures ("*mesures conservatoires*" or "*mesures provisoires*") and this arbitration provision does not constitute a waiver to refer the matter to a competent local court in order to ask for such interim measures to be adjudicated.

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IN WITNESS WHEREOF, this Agreement has been entered into on the date written above.

Executed in Paris on Dec 30, 2011 in two (2) original copies, each signatory keeping one (1) copy

<b>RDS</b>	<b>RE Inc</b>
<u>Name:</u>  YVES TYRODE président	<u>Name:</u>  FREDERIC LANGLOIS
<u>Title:</u>	<u>Title:</u> President and CEO